143 Westview Lane
Ithaca, New York 14850
May 8, 2017

United States Bankruptcy Court Southern District of New York
Attn: Honorable Judge Robert D. Drain
300 Quarropas St
White Plains, New York 10601
914 390 4070

FILED
U.S. BANKRUPTCY COURT
S.D. OF N.Y.
2017 MAY 12 P 12: 18

Dear Judge Drain:

Re: Bankruptcy No: 11-22572-RDD – Objections to reopening case on May 22, 2017

I object to the reopening of Philip Jensen-Carter's bankruptcy, which was originally petitioned for on March 30, 2011. By reopening this case, it permits him to enter my name in his bankruptcy. Thus, avoiding repaying me the $6,994.70 that he still owes me. The money was lent to Philip interest free and in good faith that I would be paid back. If I knew he had no intention of paying me back, I would never have lent him the money. I find it interesting that Mr. Jensen-Carter has the capital to employ a lawyer, but refuses to repay the money that he had no trouble borrowing from me when he was going through hard times. According to what he told me, the loans were to help him pay his bills. I believe that Philip knew that he was filing for bankruptcy when I made a loan of $1,000 to him on December 23, 2010. Yet, I had no idea he would be filing for bankruptcy. I surely would not have lent him money had I known this. I have a signed Promissory Note for that amount. Please accept into evidence, Exhibit 1 – Promissory Note. I never asked for any other notes because we were in a relationship and I had begun working on a book with him. I was also forming relationships with his family. Therefore, I felt I could trust him and that he would not deceive me.

Two more loans prior to the hearing followed on February 22, 2011 for $600 and one on March 16, 2011 for $2000.

The rest of the loans were made after the completion of the bankruptcy hearing. Exhibit 12c is an Itemization of Debt that Mr. Jensen-Carter asked for on December 23, 2013.

Even though I don't have promissory notes for the rest of his debt, in emails to me Philip admits to owing me money. This is also evidenced by the Itemization of Debt list that he asked me for. I am not a corporation that can write this off as a loss. I have filed a case in Small Claims Court, which according to the law, the maximum amount that can be asked for is $5000.00, which I have done. This would leave me with a loss of $2000.00.

On September 3, 2015, Mr. Jensen-Carter offered to repay me $2,500 to settle his outstanding debt. Please see Exhibit 17. Accepting his settlement would have left me with a loss of $4,494.70. I would have accepted the offer, if Philip continued paying off the rest of his debt in monthly installments.

Reopening this bankruptcy is a convenient way for Philip to avoid meeting his responsibilities and gives him a level of comfort to know that he can borrow money again that does not have to be repaid.

1. Lent Philip Jensen-Carter money from December 23, 2010 through December 31, 2011. Totaling $11,659.70. To date he has repaid me $4665.00. He still owes me $6,994.70.
2. Please accept into evidence Exhibit 2 – the checks that I wrote to Philip with his signature when he cashed the checks for the money that I lent him.
3. Relationship ended in January 2012. I asked for repayment of my money on November 25, 2012 as stated in the email. Philip responded that he would see what he could do. Please see Exhibit 3.
4. On December 11, 2012, I received a check from Philip for $250.00.

5. On January 6, 2013, I asked if he would pay me between $250 – $500/month. Please see Exhibit 4.
6. On December 19, 2013, Philip asked me for an itemization of his debt, which I emailed to him. Please see Exhibit 12c.
7. On November 28, 2014, I received an email from him in response to a request for repayment of his debt telling me that he had taken what I lent him in his bankruptcy. I consulted a lawyer about what he had stated and found out that this was not true because I had never received a letter from the court asking me if I would accept a settlement from him.
    - STOP HASSLING ME...YOUR FUNDS WERE ABSORBED IN MY BANKRUPTCY...I AM PAYING YOU BACK A PERCENTAGE ON THE DOLLAR...I WILL SEND WHAT I CAN...REMEMBER YOU ONLY HAVE A NOTARIZED COPY FOR REPAYMENT OF 1000.00 WHICH YOU HAVE GOTTEN...DON'T WRITE ME AGAIN...DON'T DEMAND THAT I DO ANYTHING FOR YOU...THIS IS THE LAST TIME I WILL DEEM TO ANSWER YOU... Please see Exhibit 15.

9. On December 1, 2014, received a check for $200.00. This was the last check that I received.
10. On December 31, 2014 I contacted Philip reminding him that he needed to send me a check and that if he didn't want me to bother him anymore he could pay me the whole amount. Philip had no trouble asking me for and taking the money I offered to give him to ease his money problems. He showed his relief at receiving the money by giving me a hug. Again, I want to reiterate that I lent Philip the money and had every expectation of being repaid.
11. On January 1, 2015, Philip sent me an email again stating that he had taken the money he owed me in his bankruptcy, which was a lie and that I should never bother him again. Please see Exhibit 16.
12. On September 3, 2015 Philip offered “a settlement of $2,500 to get you off

my back..." Please see Exhibit 17.

13. I would like to enter all emails that I speak about into evidence. Exhibits 3-17, in which Philip agreed to send me checks for the repayment of the money that he owed me.
14. Please accept all Exhibits into evidence.

Based on the information that I have submitted to the Court, I request that Philip Jensen-Carter's request to open his six-year old bankruptcy to put me in, to avoid paying the money he owes me, be denied.

Thank you for your consideration.

Kind regards,

Barbara C. Harrison

AIRIAN N. EASTMAN
Notary Public, State of New York
No. 01EA6338045
Qualified in Tompkins County
My Commission Expires 03/07/20 20

May 8, 2017